



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TWO AGREEMENTS AND AN AMENDMENT FOR THE HEALTH CARE
WORKFORCE DEVELOPMENT PROGRAM**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services, or his designee, to sign an Agreement with Charles R. Drew University of Medicine and Science (Drew University), substantially similar to Exhibit I, for medical record coding training services, effective date of Board approval through June 30, 2006, with a provision for two one-year automatic extensions through June 30, 2008, in the amount of \$563,100, offset by State funds and Tobacco Settlement funds allocated for the Health Care Workforce Development Program (HCWDP) in Fiscal Year (FY) 2005-06, at a two to one sharing ratio.
2. Authorize the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. H-700740 with Otis L. Stitt dba Family Health Services Training Center (Otis L. Stitt), substantially similar to Exhibit II, for phlebotomy education services, effective date of Board approval through December 31, 2006, to increase the maximum obligation by \$146,000, for a total County maximum obligation of \$313,950, offset by State funds and Tobacco Settlement funds allocated for the HCWDP in FY 2005-06, at a two to one sharing ratio.
3. Delegate authority to the Director of Health Services, or his designee, to sign an Agreement with the Los Angeles Community College District (LACCD) on behalf of its Los Angeles Valley College, substantially similar to Exhibit III, for instruction, training, consulting, and support services, effective date of Board approval through June 30, 2007, with a provision for a six-month extension through December 31, 2007, in the amount of \$313,430, offset by State funds and Tobacco Settlement funds allocated for the HCWDP in FY 2005-06, at a two to one sharing ratio.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The purpose of the recommended actions is to enable the Department of Health Services (DHS or Department): 1) to provide an accredited Health Information Technology (also known as medical records coding) Program so that employees can apply for medical records coding positions, 2) to meet the State requirement that all personnel who draw blood be certified by April 2006 by having the remaining uncertified employees attend an accredited phlebotomy education services program training and get certified, and 3) to provide instruction preparing employees for entrance into a college level health care profession including nursing and medical record coding.

FISCAL IMPACT/FINANCING:

The combined total maximum obligation of these actions is \$1,022,530, of which \$563,100 is for Drew University, \$146,000 is for Otis L. Stitt, and \$313,430 is for LACCD, for a revised County maximum obligation of \$1,190,480 of which \$563,100 is for Drew University, \$313,950 is for Otis L. Stitt (of this amount, \$167,950 is included from the Agreement approved by the Board on October 29, 2004), and \$313,430 is for LACCD. Under the terms of the 1115 Waiver, the State of California and the County of Los Angeles were to provide a two to one sharing ratio, respectively, to meet the funding obligations of the HCWDP.

County staff are finalizing budget documents for submission to the State requesting additional funds for FYs 2005-06, 2006-07, and 2007-08 (partial) in order to secure the approximately \$12 million remaining State funds committed under the 1115 Waiver agreement. Based on discussions with State representatives, a positive outcome is expected and a new allocation of State funds for FY 2005-06 is anticipated in the next few months. If the State does not approve additional funding for HCWDP, DHS will return to your Board with further recommendations regarding the HCWDP.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The HCWDP was established in September 2001 with Board approval of a five-year work plan. Most recently, in June 2005, the FY 2005-06 Training Implementation Plan was provided to the Board which updated the original goals with emphasis on educational programs with academic preparation and bridge courses in order to ensure that participants succeed in difficult professional college-level courses, and the initiation of new courses in allied health care professions such as medical record coding and phlebotomy.

Drew University:

The new Agreement with Drew University is effective upon date of Board approval through June 30, 2006, with a provision for two one-year automatic extensions through June 30, 2008, to accommodate two 18-month accredited Clinical Coding Speciality Programs, one beginning January 2006 and the second one in August 2006. Up to 30 employees can enroll in each course. Employees successfully completing the Program will be qualified to take the examination administered by the American Health Information Management Association for certification as a Clinical Coding Specialist. After obtaining the Clinical Coding Specialist certificate and on-the-job experience, employees will be eligible for promotion. The maximum obligation is \$563,100 and includes a one time application and student fee, and cost of instruction.

On August 30, 2005, the Board approved an Agreement with East Los Angeles College and passed a motion to provide medical record coder training at educational institutions countywide. There are currently only two accredited college-level medical record coder programs in Los Angeles County. With this action, the County will have contracts with both programs: Drew University and East Los Angeles College.

Otis L. Stitt:

On October 29, 2004, under delegated authority, Agreement No. H-700740 was executed with Otis L. Stitt to train unlicensed personnel in advanced courses in phlebotomy to meet the State certification requirement. Approximately 125 phlebotomy technicians have completed the course and met the State requirement. Also under delegated authority, in a letter dated May 10, 2005, the Agreement was extended through June 30, 2006.

Amendment No. 1 with Otis L Stitt is effective upon date of Board approval through December 31, 2006. The Amendment will expand access to appropriate levels of phlebotomy training including practical training to additional classifications of approximately 100 DHS employees who are required to draw blood and must obtain the State certification prior to April 9, 2006. The Agreement is being extended through December 31, 2006 to enable these additional DHS employees and any new hires to obtain the training and meet the State requirement. The Contractor will be reimbursed on a per student rate.

LACCD:

The new Agreement with LACCD will address a key barrier for DHS employees to qualify to enter college level nursing and health information professions. In collaboration with HCWDP, LACCD will develop and provide 16-week preparatory intensive courses in basic English and Math skills (54 hours each), and a 54-hour medical terminology and basic science curriculum for those entering the field of medical record coding. The courses will be offered onsite at four DHS facilities: Olive View Medical Center, Martin L. King, Jr./Drew Medical Center, LAC+USC Medical Center and at the central HCWDP training space.

The \$313,430 maximum obligation covers the cost of instruction for a total of eleven 16-week courses, a part-time Project Coordinator, textbooks and supplies, at a cost of approximately \$1,140 per student for the 275 DHS employees who will participate in the program. The services will be delivered by June 30, 2007, with a provision for a six month extension through December 31, 2007.

CONTRACTING PROCESS:

On September 25, 2001, the Board of Supervisors delegated authority to the Director to execute HCWDP training contracts below \$300,000. The two new Agreements with Drew University and LACCD and the Amendment to the Otis L. Stitt Agreement all exceed the \$300,000 authority.


The Honorable Board of Supervisors
December 8, 2005
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Department continues to focus its training efforts in critical shortage areas. To the extent possible, trainings are scheduled at times and intervals to minimize disruption to service delivery and work schedules.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm
BLhewdp1205.lm.wpd

Attachments (4)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENTS1. TYPE OF SERVICE:

Training of DHS employees in areas of critical staff shortages and to meet State licensing requirements, including phlebotomy and medical record coding.

2. CONTRACTORS/ADDRESSES AND CONTACT PERSONS:

Los Angeles Valley College for Los Angeles Community College District (LACCD)
5800 Fulton Avenue
Valley Glen, CA 91401
Attention: Tom Jacobsmeyer, Vice President

Charles R. Drew University of Medicine and Science (Drew University)
1731 E. 120th Street
Los Angeles, CA 90059
Attention: Ron Lau, Ed. D., Chief Financial Officer

Otis L. Stitt dba Family Health Services Training Center (Otis L. Stitt)
3500 - 5th Street, #203
San Diego, CA 92103
Attention: Otis L. Stitt, Owner and Director of Training

3. TERM:

The Drew University Agreement is effective from the date of Board approval through June 30, 2006, with a provision for two one year automatic extensions through June 30, 2008. The Amendment to Agreement No. 700740 with Otis L. Stitt is effective from the date of Board approval through December 31, 2006. The LACCD Agreement is effective from the date of Board approval through June 30, 2007, with a provision for an automatic 6-month extension through December 31, 2007.

4. FINANCING INFORMATION:

The combined total maximum obligation of these actions is \$1,022,530, of which \$563,100 is for Drew University, \$146,000 is for Otis L. Stitt, and \$313,430 is for LACCD, for a revised County maximum obligation of \$1,190,480 of which \$563,100 is for Drew University, \$313,950 is for Otis L. Stitt (of this amount, \$167,950 is included from the Agreement approved by the Board on October 29, 2004), and \$313,430 is for LACCD. Under the terms of the Waiver, the State of California and the County of Los Angeles were to provide a two to one sharing ratio, respectively, to meet the funding obligations of the HCWDP. County staff are finalizing budget documents for submission to the State requesting additional funds for Fiscal Years 2005-06, 2006-07, and 2007-08 (partial) in order to secure the approximately \$12 million remaining State funds committed under the 1115 Waiver agreement. Based on discussions with State representatives, a positive outcome is expected and a new allocation of State funds for Fiscal Year 2005-06 is anticipated in the next few months. If the State does not approve additional funding for HCWDP, DHS will return to your Board with further recommendations regarding the HCWDP. If the State does not approve additional funding for HCWDP, DHS will return to your Board with further recommendations regarding the HCWDP.

5. GEOGRAPHIC AREAS (EMPLOYEES) TO BE SERVED:

All Districts.

6. ACCOUNTABLE FOR MONITORING:

Susan Moser, Acting Director, Human Resources Division

7. APPROVALS:

Chief of Staff: Paula Packwood

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Elizabeth Friedman, Senior Deputy County Counsel

EXHIBIT I

MEDICAL RECORD CODING TRAINING SERVICES AGREEMENT

with

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

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Contract No. _____

MEDICAL RECORD CODING AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter
 "County"),

and CHARLES R. DREW UNIVERSITY OF
 MEDICINE AND SCIENCE (hereafter
 "Contractor").

Business Address:

1731 E. 120th Street
Los Angeles, CA 90059

WHEREAS, in response to restructuring under the 1115 Waiver,
the County established a Workforce Development Program to provide
certain training and skills development services to its workforce
in the Department of Health Services (hereafter "DHS" or
"Department"); and

WHEREAS, the Work Plan of the Workforce Development Program
includes programs to prepare employees for medical record coding
training services; and

WHEREAS, County has determined that the services required
hereunder are of a professional nature, that such services are
required on a temporary basis and that the County does not have
the expertise to provide such services; and

WHEREAS, Contractor possesses the competence, expertise, and experience to provide the medical record coding training services required hereunder by County; and

WHEREAS, this Agreement is authorized by California Government Code Section 31000.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM AND TERMINATION

A. The term of this Agreement shall commence upon approval by the County's Board of Supervisors and shall continue in full force and effect through June 30, 2006, and shall thereafter be automatically renewed for one-year periods for a maximum of two additional years without further action by the parties through June 30, 2008.

B. Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. Termination provisions for County are found in this Paragraph and in Paragraphs 11

(Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights), 12 (Records and Audits), 17 (County Lobbyists), 21 (Indemnification and Insurance), 22 (Covenant Against Contingent Fees), 25 (Termination for Insolvency), 26 (Termination for Default), 28 (Termination for Convenience), 30 (Contractor's Obligations as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 "HIPAA"), 38 (County's Quality Assurance Plan), 39 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 40 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program), 41 (Termination for Improper Consideration), 44 (Contractor Responsibility and Debarment), and 45 (Compliance with the County's Jury Service Program), below.

C. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

D. County may also reduce, suspend, and/or terminate this Agreement immediately upon the notification that State funds are not available for this Agreement or for any portion thereof. Notice of such reduction or termination

shall be given to Contractor in writing.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

3. DESCRIPTION OF SERVICES: Contractor shall provide services as described in Exhibit A (Scope of Work), attached hereto and incorporated herein by reference.

4. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County hereunder shall not exceed Five Hundred Sixty-three Thousand and One Hundred Dollars (\$563,100), payable as described in Exhibit B (Billing and Payment), attached hereto and incorporated herein by reference.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

6. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County in accordance with Exhibit B, (Billing and Payment) attached hereto and incorporated herein by reference. County shall pay Contractor within a reasonable period of time, following receipt of a complete and correct billing. Submission of incorrect billing by Contractor will result in delayed payment by County. Such payment shall be the sole consideration paid by County to Contractor hereunder.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall accept referrals of permanent or temporary employees from County's DHS Human Resources for consideration for employment as Contractor vacancies occur after contract implementation and throughout the term of Agreement.

8. WAIVER: No waiver of a breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

9. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5)

working days, give notice thereof, including all relevant information with respect thereto, to the other party.

10. RULES AND REGULATIONS: During the time that Contractor's employees or subcontractors are at any County facility, such employees and subcontractors shall be subject to the rules and regulations of that facility. It is the responsibility of Contractor to acquaint its employees and subcontractors who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees or subcontractors from the provision of services under this Agreement upon receipt of written notice from Director: (1) that such employee or subcontractor has violated such rules or regulations, or (2) that such employee's or subcontractor's actions, while on County premises, indicated that he may do harm to County property, County patients, County employees or the public.

11. NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with

all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit C (Contractor's EEO Certification).

D. Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or

physical disability as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

E. Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director.

F. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum

of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

12. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in the County of Los Angeles and shall be made available within ten (10) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit.

In the event that such records are located outside the County of Los Angeles, then, at Contractor's option, such

inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

13. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States

Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

14. REPORTS: Contractor shall make reports as required by Director concerning its activities and operations hereunder. In no event, however, may Director require such reports unless it has provided Contractor with at least thirty days prior written notification thereof. Director shall provide Contractor with a written explanation of the procedures for reporting the required information.

15. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County.

Any assignment or delegation which does not have such prior

County consent shall be null and void. For purposes of this Subparagraph, such County consent shall require a written is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under th is Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event of any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

16. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1 above, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

17. COUNTY LOBBYISTS: Contractor certifies that each County lobbyists as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall

constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

18. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached

hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

20. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility

for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall

be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require

Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation

for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1. Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

2. General Liability insurance (written on ISO policy form CG-00-01 or its equivalent) with

limits of not less than the following:

General Aggregate:	\$2 million
Personal Injury:	\$1 million
Each Occurrence:	\$1 million

3. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit	\$1 Million
Disease - Each Employee	\$1 Million

22. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure

this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

24. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or

expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

25. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this

Agreement.

26. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any agreed extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

(3) Contractor's abandonment, vacation or discontinuance of operations on the premises for more than twenty-four consecutive hours.

(4) The failure of Contractor to maintain the premises in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continued for more than ten days

after written notice from Director to correct the condition.

(5) The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements for more than ten days after written notice from Director for correction thereof, provided that fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by Director.

(6) If, in the sole judgement of Director, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon Contractor and should Contractor fail to provide means for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and negotiate with Contractor's sureties for satisfactory performance of all services under this Agreement.

(7) Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

(8) The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or

contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

D. If, after the notice of termination of this Agreement under the provisions of this Subparagraph, it is determined for any reason that Contractor was not in default under the provisions of this Subparagraph, or the default was excusable under the provisions of this Subparagraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 28 (Termination for Convenience) below.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

27. ENTIRE AGREEMENT: The body of this Agreement, together with Exhibits A, B, C, D, E, and F attached hereto and incorporated herein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent there exists any conflict between the language of the body of this Agreement and the exhibits attached hereto, the former shall govern and prevail.

28. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

29. COUNTY AUDIT SETTLEMENT: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, but in no event shall County's payments to Contractor hereunder exceed the maximum obligation.

30. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered

Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place. Therefore, the parties agree as follows:

A. Definitions:

1. "Disclose" or "Disclosure" means, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations or to other than its employees.

2. "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Electronic Media means (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media.

Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

3. "Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 C.F.R. §160.103. Protected Electronic Health Information means Protected Health

Information that is (I) transmitted by electronic media; (ii) maintained in electronic media.

4. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

5. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (I) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered

Entity. "Protected Health Information" includes Electronic Health Information.

6. "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

7. "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not

include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

8. "Services" has the same meaning as in the Body of this Agreement.

9. "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

10. Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. Obligations of Business Associate:

1. Permitted Uses and Disclosures of Protected Health Information:

Business Associate:

(a) shall Use and Disclose Health Information as necessary to perform the Services, and as provided in Sections 31.D., 31.E., 31.F., 31.G., 31.H., 31.I., 31.K.(3) and 31.L.(2) of this Agreement;

(b) shall Disclose Protected Health

Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities: (I) Use Protected Health Information; and (ii) Disclose Protected Health Information if the Disclosure is Required by Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

C. Adequate Safeguards for Protected Health

Information. Business Associate:

1. shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2. effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

D. Reporting Non-Permitted Use or Disclosure:

Contractor shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents, or subcontractors that is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, CA 90012

E. Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business

Associate in violation of the requirements of this Paragraph.

F. Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

G. Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of

that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

H. Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

I. Accounting of Disclosures: Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not

including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section I shall include: (1) the date of the Disclosure; (2) the name, and address if known, of the entity or person who received the Protected Health Information; (3) a brief description of the Protected Health Information disclosed; and (4) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section I, Business Associate shall document the information specified in (1) through (4), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section H to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

J. Obligation of Covered Entity: Covered Entity shall notify Business Associate of any current or future

restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

K. Term and Termination:

1. Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 31.B.1., (as modified by Section 31.K.2), 31.D., 31.E., 31.F., 31.G., 31.H., 31.I., 31.K.3. and 31.L.2 shall survive the termination or expiration of this Agreement.

2. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either: (a) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; (b) immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or (c) if neither termination nor cure is

feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

3. Disposition of Protected Health Information
Upon Termination or Expiration:

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the

protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

L. Miscellaneous:

1. No Third Party Beneficiaries: Nothing in this Paragraph shall confer on any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

2. Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

3. Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the

provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

4. Regulatory References: A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5. Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

6. Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

31. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by

Contractor's employees for which County may be found jointly or solely liable.

32. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

33. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

34. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

35. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure

requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

36. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

37. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees

shall be given first priority.

38. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable

provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage Earning Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 39, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

41. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of

Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

42. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal

income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

43. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit D.

44. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that

Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

45. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction that Contractor is not a "Contractor" as defined under the Jury Services Program (Section

2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070) of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, Contractor means a person, partnership, corporation, or other entity which has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; full-time shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-

standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" for the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the

agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit F, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

46. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit G, attached hereto

and incorporated herein by reference, and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor acknowledges that County places a high priority on implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

47. NOTICES: Notices hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

To Contractor: Ron Lau, Ed. D.
Chief Financial Officer
Charles R. Drew University of
Medicine and Science
1731 E. 120th Street
Los Angeles, CA 90059

- To County:
1. Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Attention: Director, WDP
 2. Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

Attention: Chief, Contracts & Grants
Division

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

MEDICAL RECORD CODING TRAINING PROGRAM

Scope of Work

General Description:

Contractor shall provide its accredited 35-unit Clinical Coding Specialist Program (Program) for up to 30 County employees. Contractor's list of courses for its 35-unit Program appears on Page A-3 of this Exhibit. Employees successfully completing the Program shall be qualified to take the examination administered by the American Health Information Management Association (AHIMA) for certification as a Clinical Coding Specialist.

Contractor may be requested by Director to provide its Program for a second cohort of 30 County employees. The Program for the 2nd cohort shall be a 37-unit Program.

Staffing, Textbooks, and Fees:

Contractor shall provide all required instructors; in addition, Contractor shall also provide a Clinical Coordinator to oversee the practicum portion of the Program when the students are placed in County facilities to gain experience in coding.

County shall provide a one-time application fee of \$35 per student, and a one-time Student Fee of \$100 per student. All textbooks shall be supplied by County.

Instruction shall take place at Contractor facilities; however, the practicum portion of the Program shall take place in County facilities.

Study Sign-in Sheets:

On a monthly basis, Contractor shall provide County with student sign-in sheets (attendance) for all class sessions. Such sign-in sheets shall be submitted by fax by the 3rd working day in the month following service to:

Health Care Workforce Development Program

Attn: Vanessa Hirsi

Manager, Planning and Implementation

FAX: (213) 380-4142

The original copies shall be delivered or mailed to the attention of the at:

Health Care Workforce Development Program

500 S. Virgil Ave., Suite 200

Los Angeles, CA 90020

Attn: Manager, Planning and Implementation

Reimbursement:

Contractor shall be reimbursed for all services in accordance with Exhibit B, Billing and Payment.

Clinical Coding Specialist Certificate Program Plan of Study

Student Name: _____

Entry Date: _____

GENERAL EDUCATION COURSES	Units	Semester Completed	Grade
BIO 120 Introduction to Anatomy and Physiology	4		
COM 113 Medical Terminology	3		
CPU 125 Introduction to Computers	3		
PHE 250 Community Health Issues	1		
Subtotal	11		
HIT PROGRAM COURSES	Units	Semester Completed	Grade
HIT 100 Health Care Delivery System	3		
HIT 110 Legal & Ethical Aspects	2		
HIT 115 Pathophysiology	3		
HIT 120 Coding I/w Lab (Beginning)	4		
HIT 125 Coding II (Ambulatory)	2		
HIT 127 Coding III (Reimbursement)	2		
HIT 136 Introduction to Pharmacology	3		
HIT 135 Field Experience I	2		
HIT 220 Coding IV w/Lab	3		
Subtotal	25		
Total Units	35		

Note:

To get credit for any program course and general education courses you must receive a grade of "C". Any grade below a "C" will require that you repeat the course. (See page 41 and page 45 of University Catalog.)

MEDICAL RECORD CODING TRAINING SERVICES

Billing and Payment

A. Maximum Obligation

County's maximum obligation for all services hereunder shall not exceed Five Hundred Sixty-three Thousand and One Hundred Dollars (\$563,100). Actual reimbursement to Contractor may be less and shall depend on the actual number of students enrolled in each semester. (See Budget on Page A-4 of this Exhibit.) In no event shall the sum of all payments to Contractor exceed the maximum obligation.

Payment to Contractor shall be initially based on \$200 per unit per student, as determined by the number of students enrolled at the beginning of each semester. Effective in the Fall 2006 semester, the cost increases to \$250 per unit per student.

B. Invoices

1. Upon approval of the Contract by the Board of Supervisors, Contractor shall invoice County a maximum of \$4,050 for application fees and student fees for the first cohort, as follows:

Application fee:@ \$ 35/student x 30 students = \$1,050

Student fee: @ \$100/student x 30 students = \$3,000.

The application and student fees for the second cohort

will be invoiced at the commencement of instruction for the second cohort.

2. At the beginning of each semester, Contractor shall initially invoice County for instruction at the rate of \$200 per unit per student. The rate of \$200 per unit will increase to \$250 per unit in Fall 2006. When this occurs, the billing will reflect the \$250 per unit rate. The amount of the invoice shall reflect the actual number of students enrolled at the beginning of each semester, up to a maximum of 30 students in each of two student cohorts.

The 1st cohort Program is a total of 35 units.

The 2nd cohort Program is a total of 37 units.

3. County shall be responsible for purchasing all necessary books.
4. All invoices shall identify the semester of the Program and shall include a list of the currently enrolled DHS employees.
5. Invoices shall be sent to:

Workforce Development Program

500 S. Virgil Avenue, Suite 200

Los Angeles, CA 90020

Attn: Diane Factor, Director

C. Budget

The Budget for all services hereunder is attached hereto.

D. Reimbursement

Errors or missing documentation may result in a delay in invoice processing and reimbursement. If a dispute arises as to the completeness or accuracy of any invoice, any portion of the invoice not in dispute will be paid. The parties will meet to discuss any amounts remaining in dispute; however, the Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices.

Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

Charles R. Drew University of Medicine and Science
37-unit Health Information Technology/Clinical Coding Specialist Program

Budget

		1st cohort 30 Students*	2nd cohort 30 Students*	TOTAL
Application Fee (one-time fee)	\$35 per student	\$1,050	\$1,050	\$ 2,100
Student Fee (one-time fee)	\$100 per student	\$ 3,000	\$ 3,000	\$ 6,000
Cost for Instruction**	\$200 per unit; increases to \$250 per unit in Fall 2006 37-unit Program	\$ 277,500	\$ 277,500	\$ 555,000
Parking	no charge			
Other Fees/Lab Assistants	none			
Instructors & Clinical Coordinator	included in Cost for Instruction			
Assessment of Applicants	no charge			
Books	to be provided by County			
	Total	\$281,550	\$281,550	
	Maximum Obligation			\$ 563,100

* This is the maximum number of students, billing will be based on actual number

**Calculate d on a maximum rate of \$250 per unit for budgeting purposes
invoicing shall be based on the rate in effect at the time of service.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONTRACT FOR
MEDICAL RECORD CODING TRAINING SERVICES AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT F**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saerz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

AGREEMENT FOR PHLEBOTOMY EDUCATION SERVICES

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

OTIS L. STITT DBA FAMILY HEALTH
SERVICES TRAINING CENTER
(hereafter "Contractor")

WHEREAS, reference is made to that certain document
entitled "AGREEMENT FOR PHLEBOTOMY EDUCATION SERVICES", dated
October 29, 2004, further identified as Agreement No. H-700740
(hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to provide for the changes set
forth herein; and

WHEREAS, Agreement provides that further changes to its
terms may be made in the form of a written Amendment which is
formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon approval by the
Board of Supervisors.

2. Exhibit A shall be replaced with Exhibit A-1, attached
hereto and incorporated herein by reference.

3. Agreement Paragraph 1.0, APPLICABLE DOCUMENTS, is
revised to read as follows:

"1.0 APPLICABLE DOCUMENTS Exhibits A-1, Schedule 1, C, D, E, and F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits.

The Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties."

4. Agreement Paragraph 3.0, WORK, Subparagraph 3.1 is revised to read as follows:

"3.0 WORK

3.1 This Contract contemplates and authorizes the Phlebotomy Education Services described in Exhibit A-1, Statement of Work, attached hereto and incorporated by reference."

5. Agreement Paragraph 4.0, TERM OF CONTRACT, Subparagraph 4.1 is revised to read as follows:

"4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be effective October 29, 2004 and remain in effect through December 31, 2006, unless sooner terminated or extended, in whole or in part,

as provided in this Contract."

6. Agreement Paragraph 5.0, CONTRACT SUM, Subparagraphs 5.1 is revised to read as follows:

"5.0 CONTRACT SUM

5.1 During the period of October 29, 2004 through December 31, 2006, the maximum obligation of County for all services provided under this Contract shall not exceed Three Hundred Thirteen Thousand, Nine Hundred and Fifty Dollars (\$313,950). Of this amount, One Hundred Sixty Seven Thousand, Nine Hundred and Fifty Dollars (\$167,950) is for the period October 29, 2004 through June 30, 2006, as shown in Exhibit B, Page 4 of 4, and One Hundred Forty-Six Thousand Dollars (\$146,000) is for the period from date of Board approval through December 31, 2006, as shown in Schedule 1 attached hereto and incorporated by reference. This sum represents the total maximum obligation of County."

7. Agreement Subparagraph 8.8, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, is revised to read as follows:

"8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is

attached as Exhibit E and incorporated by reference into and made a part of this Agreement.

8.8.2 Written Employee Jury Service Policy:

1. Unless Contractor has demonstrated to County's satisfaction that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, Contractor means a person, partnership, corporation, or other entity which has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more

County contracts or subcontracts;
"employee" shall mean any California resident who is a full-time employee of Contractor; full-time shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" for the Jury Service Program, and Contractor shall immediately notify

County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

8. Agreement Subparagraph 8.13, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, shall be revised to read as follows:

"8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who

has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation

created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

- D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other

recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors."

9. Agreement Subparagraph 8.14, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be deleted in its entirety.

10. Agreement Subparagraph 8.38, SAFELY SURRENDERED BABY LAW, is revised to read as follows:

"8.38 SAFELY SURRENDERED BABY LAW:

Contractor shall notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit F, attached hereto and incorporated herein by reference, and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor acknowledges that County places a high priority on implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

OTIS L. STITT DBA FAMILY HEALTH
SERVICES TRAINING CENTER

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

Amend No 1 Phleb:LM
12/07/05

STATEMENT OF WORK

CONTRACT WITH

OTIS L. STITT DBA

FAMILY HEALTH SERVICES TRAINING CENTER

for

PHLEBOTOMY EDUCATION SERVICES

**OTIS L. STITT DBA
FAMILY HEALTH SERVICES TRAINING CENTER
PHLEBOTOMY EDUCATION SERVICES
STATEMENT OF WORK**

1.0 SCOPE OF WORK

1.1. General Description

Contractor, a provider approved by the State of California, Department of Health Services to train unlicensed personnel in phlebotomy, has agreed to provide the following services in Phlebotomy for employees identified and referred by the County's Director of Health Services (hereafter "Director"):

- Basic Course in Phlebotomy
- Advanced Course in Phlebotomy
- Administration of National Certification Examination
- Externship and Practical Training

These services are further described below.

1.2. Basic Course in Phlebotomy

Contractor shall provide a 24-hour Basic Course in Phlebotomy that complies with the State regulated minimum of 20-hours. See attached curriculum for the objectives. Identified "Required Reading" may be modified as necessary.

1.3. Advance Course in Phlebotomy

Contractor has developed a 24-hour Advanced Course in phlebotomy that complies with the State-required minimum of 20 hours. Successful completion of Contractor's Advanced Course qualifies County

phlebotomists to take a State-approved national examination for certification as Certified Phlebotomy Technician I. See attached curriculum for the objectives. Identified "Required Reading" may be modified as necessary.

1.4 Administration of National Certification Examination

Contractor agrees to proctor and administer an approved national examination required by the State to certify individuals as qualified Phlebotomy Technicians under State regulations. Contractor shall provide this testing service for qualified County employees identified and referred by Director.

Contractor has been approved by the National Center for Competency Testing (NCCT) to provide this service, and shall be reimbursed for such service on a per-student basis.

1.5 Externship and Practical Courses in Phlebotomy

County will select from the above courses and services as needed to be provided from a County site or other site upon mutual agreement so long as the maximum obligation of County is not exceeded.

1.6 Sites and Scheduling

Contractor and Director shall mutually agree to the schedule and location for the courses and services hereunder. County may schedule instruction on a part-day basis, i.e., less than a full 7- or 8-hour basis, only with consent of Contractor.

2.0 COUNTY EMPLOYEES RECEIVING SERVICES

County employees designated by Director to receive services hereunder may be individuals currently employed by County ("incumbent" workers) or individuals who have been laid-off by County ("dislocated" workers).

Director shall identify and schedule employees for the courses.

The number of employees attending a course may vary. Director may arrange for a course upon mutual agreement of Director and Contractor.

3.0 CONTRACTOR STAFFING AND PERSONNEL

Contractor shall provide properly credentialed and qualified instructors for all courses, including a qualified coordinator for the supervised practicum component.

4.0 BOOKS AND SUPPLIES

Required textbooks or workbooks are listed in the attached curriculum.

5.0 REPORTS

Contractor shall provide periodic reports as required by Director, including but not limited to the attendance and progress of participating County employees.

Original student sign-in sheets shall be submitted to Director following the completion of each day of instruction, and are required for reimbursement.

6.0 QUALITY ASSURANCE PLAN

County personnel may observe Contractor's activities and review documents relevant to this Contract at any time during normal business hours. This includes evaluating Contractor's performance during announced and unannounced training site visits, under this Contract as defined in Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan. If any service or instructor is found to be unsatisfactory, the Director and Contractor shall discuss County's concerns, including the possible replacement of an instructor. Such discussion (via a meeting or telephone conference) shall be scheduled within three (3)

working days of a request by the Director. Contractor may also request meetings or telephone conferences with County as it believes necessary to provide quality services to participating employees.

7.0 MAXIMUM OBLIGATION

County's maximum obligation for all services hereunder shall not exceed **One Hundred Forty-Six Thousand Dollars (\$146,000)**. Actual reimbursement to Contractor may be less than maximum obligation, depending on the number of students and the courses they require.

The budget for all services hereunder is set forth in Exhibit B, Page 4 of 4, and as shown in Schedule 1 attached hereto and incorporated by reference.

Contractor shall be reimbursed in accordance with the rate specified in the Exhibit B, Page 4 of 4, and as shown in Schedule 1 attached hereto and incorporated by reference.

Contractor shall be compensated by the County for performing Phlebotomy education services, in accordance with the procedure, and in the manner as described below:

8.0 BILLING AND PAYMENT

Contractor shall be compensated by the County for performing Phlebotomy education services per Exhibit B, Page 4 of 4, and as shown in Schedule 1 attached hereto and incorporated by reference.

8.1 INVOICES

Contractor shall invoice County monthly in arrears. Each invoice shall include the following information:

- Courses Provided:

- name of course provided;
 - dates of instruction;
 - location of the course;
 - number of employees enrolled;
 - sign-in sheets for each course invoiced.
- National Certification Examinations:
 - Number of employees taking the examination;
 - Sign-in sheets for each National Examination session proctored and administered.

Invoices shall be submitted by the 10th of the month following service to:

Workforce Development Program
 500 S. Virgil Ave., Suite 200
 Los Angeles, CA 90020

Attn: Manager, Contract Development and Administration

8.2 DISPUTES

If disputes arise as to the completeness or accuracy of invoices, the parties shall discuss surrounding issues and amounts in dispute. The final determinations regarding the completeness and/or accuracy of Contractor invoices shall be made by the Director of Health Services. Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoices.

8.3 INSTRUCTIONAL MATERIALS AND SUPPLIES

Contractor's cost for instructional materials and supplies have been included in Contractor's rate hereunder and shall not be invoiced to County or its employees.

Contractor shall not bill any County employee for any service, books or supplies received under this Contract.

Begin Session I

Curriculum

24 hr Basic Course in Phlebotomy in (3) 8hr. Session

Didactic Instruction 20 Hrs. * Quizzes & Breaks = 4hrs.

Basic Anatomy, Physiology Medical Terminology		Instructional Objective	Hours	
Required Reading		After finishing this lesson students will be too:	Didactic Instruction	Quizzes Breaks
Phlebotomy Essentials	CH: 4 Pgs: 120-129	Define Terms and abbreviations associated with the Human body.		
" "	Ch: 5 Pgs: 132-136	Describe and discuss the three major body positions including anatomical, supine and prone.	2.2	.20
" "	Ch: 5 Pgs: 133-135	Give the location of the six body cavities including cronal, spinal, thoracic, diaphragm, abdomen and pelvic. Identify the organs contained in each.		
		Morning Break		
" "	Ch: 5 pgs: 136-138	Describe basic somatic cell morphology and the relationship of body cells to tissues.		
" "	Ch: 5 Pg: 136	Name and discuss four (4) types of body tissues and discuss the functions of each.		
" "	Ch: 5 Pgs:	Describe eleven (10) body systems including Integumentary, Skeletal, Muscular, Nervous, Respiratory, Digestive, Urinary, Reproductive, and Endocrine, Lymphatic		
" "	Ch: 5 Pgs: 138-165	Discuss each body systems with respect to: (1) Function (2) Components (3) Disorders and associated diagnostic tests.	.20	
		Short Quiz		
		LUNCH BREAK		.50

Curriculum

24 hr Basic Course in Phlebotomy

Basic Anatomy, Physiology And Medical Terminology		Instructional Objective	Hours	
Required Reading		After finishing this lesson students will able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: Pgs.	Define the following terms associated with the circulatory system		
" "	Ch: 5 Pg: 166	<div> <div>Arrhythmia</div> <div>Artery</div> <div>Atria</div> <div>Blood pressure</div> <div>Cardiac Cycle</div> <div>Coagulation</div> <div>Crossmatch</div> <div>Diastole</div> <div>EKG</div> <div>Erythrocyte</div> <div>Extrinsic Pathway</div> <div>Leukocyte</div> </div> <div> <div>Extrinsic Pathway</div> <div>Leukocyte</div> <div>Pulmonary Circulation</div> <div>Sphygmomanometer</div> <div>Systemic Circulation</div> <div>Thrombocytes</div> <div>Vasoconstriction</div> <div>Ventricles</div> <div>Veins</div> </div>	↓	↓
" "		Identify the two primary divisions or functions of the circulatory system.	↓	↓
" "	Ch: 6 Pgs: 179-180	Trace the stream of blood from and to a given point throughout the vascular system.	↓	↓
" "	Ch: 6 Pgs: 174-178	Discuss the different types of blood vessels including arteries, arterioles, capillaries, veins and venules with respect to structure and function.	↓	↓
" "	Ch: 6 Pg: 138	Name and locate the veins and arteries of the arm and leg that may be used for arterial and venipuncture including the cephalic vein, basilic vein, median capital vein, pulmonary vein the radial artery, the ulnar artery, the brachial artery and the femoral artery.	↓	↓

Curriculum 24 hr Basic Course in Phlebotomy

Basic Anatomy , Physiology And Medical Terminology		Instructional Objective	Hours	
Required Reading		After finishing this lesson students will able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: 6 Pgs: 184-190	Describe the various components of blood including plasma, serum red blood cells, white cells platelets and fibrinogen.	↓	
" "	Ch: 6 Pgs: 188-189	Explain the ABO and RH blood group systems including the concepts of universal donors and universal recipients.		
		Afternoon Break		.20
" "	Ch: 6 Pg: 190	Discuss and explain the nature of the three types of blood specimen including serum plasma and whole blood.	↓ 3.0 ↓	
" "	Ch: 6 Pgs: 168-172	Identify and describe the structures of the heart an explain how this organ functions.		
" "	Ch: 6 Pgs: 192-194	Define Hemostasis and identify and discuss the stages of primary and secondary Hemostasis.		
" "	Ch: 6 Pg: 194	Explain the role of the Liver in Hemostasis.		
" "	Ch: 6 Pg: 194	Discuss three (3) Hemostatic disorders including DIC, Hemophilia and Thrombocytopenia and identify six (6) laboratory tests used in diagnosing Hemostatic disorders.		
" "	Ch: 6 Pgs: 195-197	Explain the functions of the Lymphatic System and identify its major structures.		
" "	Ch: 6 Pgs: 195-197	List and discuss five (5) laboratory tests used in diagnosing disorders of the Lymphatic System.		
		Short Quiz		.25
		End Of Session 1 Total Hrs.	6.7	1.3


Begin Session II

Curriculum

24 hr Basic Course in Phlebotomy





[illegible]

Curriculum 24 hr Basic Course in Phlebotomy

Basic Infection Control And Safety		Instructional Objectives	Hours	
Required Reading		After finishing this lesson the student will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: 3 Pgs: 74 -78	Discuss the health care facility's infection control program and its role in preventing infection including employee screening and immunization, evaluation of and treatment for employee exposure and surveillance and monitoring of both patient and employees who may be at risk.		.20
		Morning Break		
" "	Ch: 3 Pgs: 83-84	Give examples of the uses of nine standard precautions including hand washing, gloves, gowns, patient care equipment, environmental controls, linen, engineering controls and patient placement.		
" "	Ch: 3 Pgs: 89-91	Define parenteral and discuss four (4) parenteral routes that may be used by biohazards to enter or invade the body including airborne, non intact skin, percutaneous and permucosa.		
" "	Ch: 3 Pgs: 93-103	Discuss universal precautions and body substance Isolation (BSI) in relation to standard precautions.		
" "	Ch: 3 Pgs: 93-103	Explain the OSHA hazardous communication standard including labeling requirements and material safety data sheets. Explain OSHA's bloodborne pathogens standard.		
" "	Ch: 3 Pgs: 70-71	Discuss two type of infections including communicable infections and nosocomial infections and identify the organization responsible for the control of each.		
" "	" "	Identify microbes associated with nosocomial infections		
" "	Ch: 3 Pgs: 91-92	Discuss the nature of the major bloodborne pathogens (HBV) and Hepatitis C Virus (HCV)		



Curriculum

24 hr Basic Course in Phlebotomy

Basic Infection Control And Safety		Instructional Objectives	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: 3 Pgs: 75-83	Describe the proper order for putting on and removal of protective clothing including gloves, gowns and masks.	<div style="text-align: center;">     </div>	
" "	Ch: 3 Pgs: 93-94	Discuss the issues involved with the needle stick safety and prevention act (NNSPA) and explain how this law protects phlebotomist.		
" "	Ch: 3 Pgs: 96-97	Discuss electrical safety and identify ten (10) guidelines for electrical precautions.		
" "	Ch: 3 Pgs: 97-98	Describe four classes of fire recognized by the national fire protection association (NFPA) and discuss how each is extinguished.		
" "	Ch: 3 Pgs: 102-103	Discuss the procedures for cleaning up chemical spills and identify eight (8) rules for chemical precautions.		
" "	Ch: 3 Pg: 96	Discuss blood spill clean up and decontamination of work area.		
" "	Ch: 3 Pgs: 97-98	Explain the acronym R.A. C. E. and explain the actions designed by this acronym in case of fire.		
" "	Ch: 3 Pgs: 92-93	Discuss OSHAS exposure control plan methods of controlling risk of exposure to bloodborne pathogens including engineering controls, work practice controls and house keeping controls.		
		Short Quiz		2.0
		LUNCH BREAK		.50

Curriculum

24 hr Basic Course in Phlebotomy

Patient Identification		Instructional Objective	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizezz Breaks
Phlebotomy Essentials	Ch: Pgs:	Explain why proper patient identification is considered to be the most important phlebotomy process.	 1.0	
" "	Ch: 8 Pgs: 251-257	Identify the basic two-step process used to identify the patient and discuss the components in the three way match needed for proper identification.		
" "	" "	Describe the information found on the patient I.D. bracelet, test requisition and the specimen label.		
" "	" "	Discuss the steps that should be taken if the patient does not have and I.D. bracelet.		
" "	" "	Identify and discuss two situations in which the phlebotomist may use a bed-labeled I.D. tag instead of the I.D. bracelet to confirm the patient's I.D.		
" "	" "	Discuss the proper identification of the emergency room patient and describe a three part identification systems that may be used for the emergency room patient.		
" "	" "	Discuss proper identification on the unnamed newborn and hospitalized infant.		
" "	" "	Discuss proper identification of the elderly or mentally incompetent patient.	2.5	
" "	" "	Explain actions to be taken when identifying the non-English speaking patient.		
		Short Quiz		.20
		End Of Session		

Total Hrs. 6.7 1.3

Begin Session III

Curriculum 24 hr Basic Course in Phlebotomy

Equipment Selection		Instructional Objectives	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: 7 Pgs: 207-224	Discuss the supplies commonly needed for all methods of collecting blood specimens including blooddrawing station, phlebotomy chair, carts and trays, gloves and liners, disinfectants, gauze bandages, needles, sharp containers, slides, pen and watch.	1.0 ↓	↓
" "	" "	Distinguish between antiseptics and disinfectants name the most commonly used antiseptic and three (3) special use antiseptics.		
" "	" "	Describe the characteristic of phlebotomy needles including safety features disposability, bevel, gauge, bore, length and color coding		
" "	" "	Discuss the evacuated tube system for venipuncture including components such as multi-sample needles, tube holders and evacuated tubes.		
" "	" "	Discuss the syringe systems for venipuncture and list components such as Luer-Lok hypodermic needles, disposable plastic syringes , barrel, plunger, and syringe transfer devices.		
" "	" "	Discuss the winged infusion device or the butterfly and explain why this device is implicated in more accidental needle sticks than any other.		
" "	" "	Discuss the use of needle safety devices and give example for use with the evacuated, syringe and butterfly systems.		
" "	Ch: 12 Pgs: 406-416	Discuss the indication for arterial Blood Gases (ABGs).		

Curriculum 24 hr Basic Course in Phlebotomy

Equipment Selection		Instructional Objective	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: Pgs: 406 -416	List and discuss arterial blood gas collection equipment including 20 - 23 Gauge hypodermic needles glass or plastic 1 - 5 ml. syringe especially designed for ABG procedures. A safety needle removal device, luer tip or cap to cover end of syringe, container of crushed ice and water, 2 X 2 gauze pads, gauze bandages, water proof labels and sharps container.	↓	
" "	Ch: 10 Pgs: 332 -352	Discuss special equipment that may be needed for skin puncture	1.4 ↓	↓
" "	" "	Describe a lancet and discuss the use of various lancets including finger stick lancets, laser lancets and heel stick lancets		
" "	" "	Describe microcollection tubes and compare these to regular size blood collection tubes.		
" "	" "	Describe the microhematocrit tube and discuss the purpose of the red or blue band found at the end of these tubes.		
" "	" "	Compare the adult finger stick lancet to the infant heel stick lancet as to depth and width.		
" "	" "	Describe the plastic and clay sealant and explain the use of this material in collecting the micro specimen.		
" "	" "	Discuss special skin puncture equipment used in collecting the capillary blood gas specimen including collection tubes, metal stirrers, a magnet and plastic tube caps.		
		Morning Break		.20

Begin Session III

Curriculum 24 hr Basic Course in Phlebotomy				
Equipment Selection		Instructional Objectives	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: Pgs:	Describe the micropipet and explain the micro dilution systems.		↓
" "		Describe two devices or methods that may be used to warm the skin just prior to skin puncture.		
" "		Discuss the use of the sphygmomanometer and other equipment that may be used in performing the bleeding time test including automated bleeding time device, stopwatch, filter paper and the butterfly bandage.		
			↓	↓

Curriculum

24 hr Basic Course in Phlebotomy

Post Puncture Care		Instructional Objectives	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: 9 Pgs: 314 -325	Describe the hematoma and explain why it is the most common post puncture problem when obtaining blood by venipuncture.	↓	
" "	" "	Discuss six (6) procedural errors that may give rise to hematomas including use of over size needle, needle penetrating both walls of the vein, needle not complete inserted in the vein, blind probing, removing the needle before removing the tourniquet and failure to apply proper post puncture pressure.		
" "	" "	Describe and demonstrate the post puncture steps in preventing hematomas including releasing the tourniquet, withdrawing the needle and applying pressure to the site.		
		Short Quiz	↓	.20
		Lunch Break		.50
" "	" "	Discuss the procedural error associated with an inadvertant arterial puncture. Explain signs that indicate that this has happened and discuss the post puncture care that would reduce the probability of an arterial hematoma.		
" "	" "	Discuss actions taken to minimize the possibility of infection at the venipuncture site.		
" "	" "	Explain procedural error that cold result in nerve damage during and after a venipuncture and arterial puncture, discuss NCCLS guidelines for site selection and technique designed to minimize nerve damage.		
" "	" "	Discuss procedural error that may result in excessive and unnecessary pain during and after phlebotomy and describe way of preventing post puncture pain.		
" "	" "	Define syncope and discuss the action to take when a patient has a history of fainting. Should fainting occur, list and discuss six (6) steps that provide post puncture care for these patients.		

Curriculum

24 hr Basic Course in Phlebotomy

Post Puncture Care		Instructional Objectives	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: 9 Pgs: 314-325	Explain the invasive nature of phlebotomy and identify and explain various risk factors involved including prior medical procedures and treatment, age, gender, diet, street and obesity.	<div style="text-align: center;"> ↓ 1.3 ↓ </div>	
" "	" "	Discuss why the hematoma is considered to be the most common complication arising from a phlebotomy procedure and compare the risk to the patient from venous hematomas and arterial hematomas.		
" "	" "	Discuss techniques useful in preventing hematomas and the appropriate responses to this complication including the application of pressure and cold compresses.		
" "	" "	Discuss the risk to the patient to nerve damage from phlebotomy procedures and explain errors in technique that may cause nerve damage.		
" "	" "	Explain the appearance of small red spots called petechiae seen in some patients after the tourniquet has been applied and discuss the adverse indication of this phenomena.		
" "	" "	Discuss Latrogenic Anemia wich may result from withdrawing excessive amounts of blood. Identify the categories of patients likely to be affected and discuss the phlebotomist and the laboratory role in preventing this condition.		
" "	" "	Discuss improper phlebotomy techniques that may result in excessive post puncture pain and discuss the phlebotomist role in preventing and alleviating post puncture pain.		

Curriculum 24 hr Basic Course in Phlebotomy					
Post Puncture Care		Instructional Objectives		Hours	
Required Reading		After finishing this lesson students will be able to:		Didactic .5	Quizzes Breaks .20
Phlebotomy Essentials	Ch: 9 Pgs: 314-325	Discuss the likely cause of post puncture infection and ways to minimize the risk of this condition.			
" "	" "	Discuss the onset of post puncture nausea and or vomiting and discus the steps that should be taken to attend to this condition.			
" "	" "	Discuss the allergic response observed in some patients to antiseptics, adhesive bandages and latex in gloves or tourniquets, Identify what signs and symptoms to look for and explain the role of the phlebotomist in responding to this condition.			
		Afternoon Break			

Post Puncture Care		Instructional Objectives	Hours	
Required Reading		After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Phlebotomy Essentials	Ch: 9 Pgs: 314-325	Discuss the likely cause of post puncture infection and ways to minimize the risk of this condition.	.5	
" "	" "	Discuss the onset of post puncture nausea and or vomiting and discuss the steps that should be taken to attend to this condition.		
" "	" "	Discuss the allergic response observed in some patients to antiseptics, adhesive bandages and latex in gloves or tourniquets, Identify what signs and symptoms to look for and explain the role of the phlebotomist in responding to this condition.		
		Afternoon Break		.20

Curriculum 24 hr Basic Course in Phlebotomy

Waste Disposal	Instructional Objectives	Hours	
Required Reading	After finishing this lesson students will be able to:	Didactic	Quizzes Breaks
Modern Phlebotomy Lesson 3 (complete Text)	Discuss the environmental protection agency requirements for disposal of biohazardous waste.	2.5	
“ “	Explain hoe the laboratory coordinates with state approved waste disposal companies to remove contaminated waste.		
“ “	Discuss the methods of complying with OSHA standard 1910.1030 (d) (2)(VII)(A) for disposal of sharps and other biological waste.		
“ “	Discuss the proper disposal of urine, blood, and contaminate culture media ie blood algar, broths, etc.		
“ “	VIDEO Blood collection the routine venipuncture American Society Of Clinical Pathologists		
	Short Quiz		
	End Of Lesson 3	6.7	.20
	Total Hrs.		1.3





Advanced Curriculum

Begin Session I

Curriculum

24 Hr Advanced Course in Phlebotomy

Didactic Instructions 20 hrs. * Quizzes Breaks = 4hrs.

Advanced Infectious Disease Control And Biohazards	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	Discuss universal precautions and body substance isolation (BSI) in relation to standard precautions.	 2.3 	 
" "	Give examples of the use of nine standard precautions including hand washing, gloves, gowns patient care equipment, environmental controls linen, engineering controls and patient placement.		
" "	Discuss clinical conditions which indicate the use of transmission based precautions and identify the likely pathogen including diarrhea, meningitis, skin rash, respiratory infections and skin wound infections.		
" "	Distinguish between the three transmission based precautions including airborne, droplet, and contact precautions. And list common diseases and conditions associated with each.		
" "	Define biohazard and discuss how biohazards may be ingested into the digestive tract.		
" "	Define parenteral and discuss four (4) parenteral routes that may be used by biohazards to enter or invade the body including airborne, non intact skin, percutaneous and mucous.		
Morning Break			.20
" "	Explain five (5) components of an exposure control plan as required by OSHA including making and exposure determination, implementing engineering controls, offering HBV vaccine to employees, communicating hazards to employees and maintaining confidential records of employee exposures.		

Curriculum 24 Hr Advanced Course in Phlebotomy

Advanced Infectious Disease Control And Biohazards	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	Discuss blood spill clean up and decontamination of work area.	2.0	.5
	Discuss the procedures for cleaning up chemical spills and identify eight (8) rules for chemical precautions.		
	Discuss blood spill clean up and decontamination of work area.		
	Discuss the procedures for cleaning up chemical spills and identify eight (8) rules for chemical precautions.		
	Short Quiz		.25
	Lunch Break		.50

Curriculum
24 Hr Advanced Course in Phlebotomy

Advanced Infectious Disease Control And Biohazards	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text) “ “ “ “ “ “	Describe the proper order for putting on and removal of protective clothing, gloves and masks.	↓ <	

Curriculum

24 Hr Advanced Course in Phlebotomy

Hemostasis And Anti Coagulation Theory	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	Discuss specimen anticoagulants and why they are necessary.	1.3	
	List four (4) specimen anticoagulants including EDTA, potassium oxalate, sodium citrate, and sodium heparin. Give examples of laboratory test where each is the anticoagulants of choice and explain the rationale.		
	Discuss the chemical reactions that prevents clotting in whole blood specimens containing EDTA, potassium oxalate, sodium citrate and sodium heparin.		
	Discuss therapeutic anticoagulants and why they are necessary.		
“ “	Morning Break		.20
	List two widely used therapeutic anticoagulants including coumadin and heparin. Discuss the chemical reaction that prevents intravascular clotting employed by each.		
	List three major Hemostatic Disorders including disseminated intravascular coagulation, Hemophilia and thrombocytopenia and discuss how each affects Hemostasis.		
	Discuss four (4) coagulation tests used to diagnose hemostatic disorders and to monitor coagulation therapy including bleeding time prothrombin time activated partial thromboplastin time and activated clotting time, discuss the clotting pathway associated with each.		

Begin Session II

Curriculum

24 Hr Advanced Course in Phlebotomy

Hemostasis And Anti Coagulation Theory		Instructional Objectives		Hours	
Required Reading		After reading this lesson the students will be able to:		Didactic instruction	Quizzes Break
Modern Phlebotomy A review manual (complete text)		Define Hemostasis and discuss how the body maintains circulating blood and prevents blood loss.		2.0	
“ “		Discuss primary hemostasis including vasoconstriction, platelet plug formation, platelet aggregation and platelet adhesion.			
		Discuss secondary Hemostasis and the formation of a Fibrin Clott.			
		Explain the coagulation cascade including how the series of coagulation factors are activated.			
		Discuss the “Three Pathway Theory” of coagulation including the extrinsic pathway, the intrinsic pathway and the common pathway.			
“ “		Discuss the concept of the intrinsic pathway to clotting list the clotting factors found in the intrinsic pathway and explain how these factors are all found <u>inside</u> of the closed circulatory system.			
		Discuss how the intrinsic pathway converges with the extrinsic pathway to form the common pathway to coagulation.			
“ “		Discuss the chemical reaction that involves prothrombing, thrombin and fibrinogen and which results in the “Net” like substance called Fibrin.			
		Morning Break			.20

Curriculum

24 Hr Advanced Course in Phlebotomy

Preparing The Patient And Selecting The Site	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Phlebotomy Essentials	Discuss, describe and locate the recommended site for skin puncture in infants younger than 1 year of age.	1.2	
“ “	Discuss the guidelines recommended by the National Committee on Clinical Laboratory Standards for performing (NCCLS, DOC H4 A4) heel sticks on infants less than 1 year of age including: Do not puncture deeper than 2.0 mm, Do not puncture through previous puncture sites, Do not puncture areas other than the medial or lateral plantar surface of the heel, Do not puncture the posterior curvature of the heel, Do not puncture the arch of the foot, explain the rationale for each of the “Do Nots” listed above		
“ “	Locate and describe the NCCLS recommended site for skin puncture in older children and adults. Give the rationale for each of the following precautions: do not puncture the site or tip of the finger, do not puncture parallel to the grooves of the fingerprint, do not puncture the index finger, do not puncture the little finger.		
	Discuss concerns about drawing blood from vascular access devices and the qualifications required to perform these procedures, explain the purpose of vascular access devices and identify the site of insertion including a peripherally inserted central catheter (PICC), the heparin lock.		
“ “	Discuss the procedure that should be used by authorized personnel when drawing blood from vascular access devices.		
	Discuss the purpose and use of Cannulas and Fistulas and explain why blood should never be withdrawn from the Fistula		
“ “	Short Quiz		
	End Of Session 1		.20

Total Hrs. 6.7 1.3

Curriculum

24 Hr Advanced Course in Phlebotomy

Test Requisitions	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	Discuss the role of the test request and the professionals who are authorized to request laboratory tests.	1.0	
	Describe how the requisition form is generated in the inpatient setting including the role of the physician, nurse and unit clerk.		
	Describe how the requisition is generated in the ambulatory setting including call-in requests from physician offices and standing orders.		
	Name and discuss nine (9) pieces of information that is required to be listed on the requisition form.		
	Discuss the role of the manual requisition system in the computer age.		
	Discuss the advantage afforded by using computer generated requisitions.		
	List and discuss problems associated with test requisitions including incomplete data, lost requisitions and duplicate orders.		
	Discuss corrective actions to take in solving requisition problems including implementing organizational procedures, using sorting and triaging devices and keeping a master blood collection log.		
	Discuss how the use of barcodes can minimize problems with requisitions including facilitating the printing of labels and requisition forms, labeling specimen tubes and smears and identifying aliquots.		




Curriculum 24 Hr Advanced Course in Phlebotomy

Preanalytical Sources Of Error	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text) “ “ “ “ “ “ “ “	Define Preanalytic error, discuss and identify five (5) important points where preanalytical error is likely to occur including prior to collection, at time of collection, During transportation, During specimen processing, During storage of specimen.	↓	↓
	Discuss and give examples of error that may occur prior to collection including prior patient treatment and condition, wrong test ordered or test order duplicated, incomplete requisition, improper fasting, diet and excessive stress.	↓	↓
	Discuss and give examples of errors that may occur at time of collection including misidentification of patient, specimen collected at wrong time, specimen collected in wrong or expired tube. Nonsterile site preparation, poor technique causing hemolysis incorrect order of draw quantity of blood insufficient, improper mixing of tubes with additives mislabeling of tubes.	1.0	↓
	Discuss and give examples of errors that may occur during specimen transportation including failure to maintain proper temperatures, delays in processing, exposure to light. Excessive agitation resulting in hemolysis and improper methods of transportation.	↓	↓
	Discuss and give examples of errors that may occur during storage of specimen. Particularly with regards to temperature.	↓	↓

Curriculum 24 Hr Advanced Course in Phlebotomy

Preparing The Patient And Selecting The Site	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Phlebotomy Essentials <div>“ “</div> <div>“ “</div> <div>“ “</div>	Describe the following steps in the phlebotomy procedure: Applying tourniquets, cleansing the site, anchoring the vein, proper insertion of the needle, filling the tubes, proper labeling of tubes, inspecting puncture site, remove gloves, wash hands and thank patient.	.5	
	Discuss the indications for performing a skin puncture and explain why skin puncture is contradicted in patients who are dehydrated , in shock of who have poor circulation.		
	Discuss the appearance and condition of the ideal site for skin punctures and explain why cold, cyanotic or edematous sites should not be selected		
	Discuss the indication for blood culture and give step by step procedure for obtaining the blood culture specimen including antiseptics used.		
	Afternoon Break		
		.20	





Curriculum 24 Hr Basic Course in Phlebotomy

Proper Vein Selection And Skin Puncture Site Selection		Instructional Objectives	Hours	
Required Reading		After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Phlebotomy Essentials	Ch: 8 Pgs: 255-259	Discuss and give examples of preparing the patient for the patient for the phlebotomy procedure including explaining the procedure, handling patient objections, and reassuring the patient.	<div style="text-align: center;">  1.0  </div>	<div style="text-align: center;">  </div>
" "	Ch: 8 Pgs: 259-260	Explain why the phlebotomy procedure is never performed on a patient while the patient is standing.		
" "	Ch: 8 Pgs: 260-263	Discuss positioning of the outpatient and the importance of proper positioning of the arm.		
" "	Ch: 8 Pgs: 264-269	Locate the veins of the arm in which venipuncture is most commonly performed including the basilic, cephalic and median capital vein		
" "	" "	Arrange the commonly used veins of the arm in priority of choice and explain the rationale.		
" "	" "	Explain steps to take when the vein is not visible including use and positioning of the dominant arm.		
" "	Ch: 8 Pgs: 263	Explain and demonstrate the process of palpation and discuss the need for this process. Explain the meaning of the presence of a pulse during palpation. describe the thrombosed or sclerosed vein and explain why these veins are never selected for venipuncture.		
" "	Ch: 8 Pgs: 266	Explain the action to take if no suitable vein can be found in either arm.		
" "	" "	Locate the veins of the lower extremities and explain why they are only used as, a last resort.		
		Afternoon Break		.20



Curriculum 24 Hr Basic Course in Phlebotomy

Proper Vein Selection And Skin Puncture Site Selection		Instructional Objectives	Hours	
Required Reading		After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Phlebotomy Essentials	Ch: 10 Pgs: 260-267	Describe the following steps in the phlebotomy procedure: Applying tourniquets, cleansing the site, anchoring the vein, proper insertion of the needle, filling the tubes, proper labeling of tubes, inspecting puncture site, remove gloves, wash hands and thank patient.	↓	↓
" "	Ch: 10 Pgs: 338-339	Discuss the indications for performing a skin puncture and explain why skin puncture is contradicted in patients who are dehydrated , in shock of who have poor circulation.		
" "	Ch: 10 Pgs: 340-342	Discuss the appearance and condition of the ideal site for skin punctures and explain why cold, cyanotic or edematous sites should not be selected		
	Ch: 10 Pgs: 364-368	Discuss the indication for blood cultures and give step by step procedure for obtaining the blood culture specimen including antiseptics used.		

Curriculum 24 Hr Basic Course in Phlebotomy

Proper Vein Selection And Skin Puncture Site Selection		Instructional Objectives	Hours	
Required Reading		After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Phlebotomy Essentials		Discuss, describe and locate the recommended site for skin puncture in infants younger than 1 year of age.	  1.0 	
" "	Ch: 10 Pgs: 339-340	Discuss the guidelines recommended by the National Committee on Clinical Laboratory Standards for performing (NCCLS, DOC H4 A4) heel sticks on infants less than 1 year of age including: Do not puncture deeper than 2.0 mm, Do not puncture through previous puncture sites, Do not puncture areas other than the medial or lateral plantar surface of the heel, Do not puncture the posterior curvature of the heel, Do not puncture the arch of the foot, explain the rationale for each of the "Do Nots" listed above		
" "	Ch: 10 Pgs: 341-342	Locate and describe the NCCLS recommended site for skin puncture in older children and adults. Give the rationale for each of the following precautions: do not puncture the site or tip of the finger, do not puncture parallel to the grooves of the fingerprint, do not puncture the index finger, do not puncture the little finger.		
" "	Ch: 10 Pgs: 309-314	Discuss concerns about drawing blood from vascular access devices and the qualifications required to perform these procedures, explain the purpose vascular access devices and identify the site of insertion including a peripherally inserted central catheter (PICC), the heparin lock.		
" "	" "	Discuss the procedure that should be used by authorize personnel when drawing blood from vascular access devices.		
" "	Ch: 10 Pgs: 312-314	Discuss the purpose and use of Cannulas and Fistulas and explain why blood should never be withdrawn from the Fistula.		

Curriculum
24 Hr Advanced Course in Phlebotomy

Advanced Infectious Disease Control and Biohazards	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text) “ “ “ “ “ “	Discuss the requirements of universal precautions.	 1.5 	.20
	Discuss the health facility's infectious disease program including its purpose.		
	List the diseases / conditions associated with the infection disease program.		
	List the categories of patients monitored by the infectious disease program including patients at high risk, patients with previously acquired infections, patients or staff who have been accidentally exposed and patients otherwise placed in isolation.		
	Explain the chain of infection and discuss in detailed methods of disruption.		
	Afternoon Break		
	Explain the need for isolation and discuss at least seven (7) types of isolation and associate the color code for each including strict, respiratory, enteric, drainage, contact, chemotherapy and protective isolation.	1.4	
	Discuss isolation techniques and procedures. List at least three actions that when taken would aid in the prevention or the spread of infections including interruption of the modes of transmission, controlling host susceptibility and following standard precautions.		
	Discuss six steps that outline the phlebotomist role in infection control.		
	Identify rules of safety that promote safety of the individual and patient.		
	Short Quiz		.20
	End of Session 1		

Total Hrs.	6.70	1.30
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Curriculum

24 Hr Advanced Course in Phlebotomy

Advanced Infectious Disease Control	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Break
Modern Phlebotomy A review manual (complete text)	Explain the principle and procedures for infection control.		
	Describe the proper hand washing technique and when to use this technique.		
	Explain the concept of infection list the eight types of isolation.		
	Explain the purpose and scope of Universal Precautions.		
	Describe precautionary measurements and actions to be taken with accidental needle punctures.		
	Explain the purpose of Material-Safety Data Sheet (MSDS).		

Curriculum

24 Hr Advanced Course in Phlebotomy

Anticoagulation Theory	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Breaks
Modern Phlebotomy A review manual (complete text) " " " " " "	Discuss the pathways (steps) that <u>causes</u> blood to clot including chemicals that speed up the clotting process.	.7	.20
	Discuss the conditions including chemical substances that <u>prevents</u> the clotting of blood.		
	Explain what to do after drawing a patient on anticoagulation therapy.		
	Name anticoagulants associated with color coded tubes.		
	Short Quiz		
	Lunch Break		
			.5

Curriculum

24 Hr Advanced Course in Phlebotomy

Specimen Processing	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Break
Modern Phlebotomy A review manual (complete text)	Discuss OSHA'S regulations that require the wearing of personnel protective equipment when processing specimen. Describe and give examples of PPE'S		.20
	Describe The Central Processing Department and discuss such activities as specimen identification, specimen logging, accessioning and specimen sorting.		
	Discuss the various reasons for rejecting a specimen at central processing.		
	Discuss requirements for handling plasma or anticoagulated specimen and give examples of specimen that require immediate centrifugation.		
	Afternoon Break		
	Discuss the various heparin based anticoagulants including ammonium heparin sodium heparin list the tests where each use is contraindicated.		
	Discuss the requirements for handling the clot or serum specimen including minimum time for clotting, the anticoagulant medication that affect clotting time. And clot enhancing chemicals that speed up clotting time when added to the serum separator tube.		
	Discuss concerns associated with removing the rubber stopper including the proper methods for removal to prevent aerosols. The use of Hemoguard, a stopper removal system .		
	Discuss OSHA'S occupational exposure to bloodborne pathogens guidelines as regards to handling specimen in such a manner as to prevent splashing spraying splattering and the generation of droplets.		
	Short Quiz		.2
	Lunch Break		.5

Curriculum

24 Hr Advanced Course in Phlebotomy

Hemostasis And Coagulation	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic Instruction	Quizzes Break
Modern Phlebotomy A review manual (complete text)	Define Hemostasis and discuss how the body maintains circulating blood and prevents blood loss.		
	Discuss primary hemostasis including vasoconstriction, platelet plug formation, platelet aggregation and platelet adhesion.		
	Discuss secondary Hemostasis and the formation of a Fibrin Clott.		
	Explain the coagulation cascade including how the series of coagulation factors are activated.		
	Discuss the "Three Pathway Theory" of coagulation including the extrinsic pathway, the intrinsic pathway and the common pathway.		
	Discuss the concept of the intrinsic pathway to clotting list the clotting factors found in the intrinsic pathway and explain how these factors are all found <u>inside</u> of the closed circulatory system.		
	Discuss how the intrinsic pathway converges with the extrinsic pathway to form the common pathway to coagulation.		
	Discuss the chemical reaction that involves prothrombing, thrombin and fibrinogen and which results in the "Net" like substance called Fibrin.		

Curriculum 24 Hr Advanced Course in Phlebotomy

Personal Wellnes, Communication and Interaction With Co-workers and Patients	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	Discuss the role of personal wellness and why physical emotional economic and spiritual well being is important to the career phlebotomist.	1.0	
	Explain the effect of stress on the well being of phlebotomist, identify seven (7) methods that aid in the control of stress.		
	Discuss the positive effect of god personal hygiene and good nutrition on well being.		
	Discuss effective communication as a necessary social skill for phlebotomists.		
	Explain the components of communication including verbal, nonverbal and listening.		
	Discuss barriers to verbal communication and depict a graphic describe the verbal communication loop.		
	Define kinesics list and discuss emotions that may be expressed through facial expressions including anger, sadness, happiness, surpine fear and disgust.		
	Discuss the importance of good eye contact to nonverbal communication and the universal acceptance of a smile.		
	Define proximics and discuss its importance to non-verbal communication.		
	Explain zone of comfort and give examples of form (4) territorial zones including intimate, personal, social and public.		

Curriculum
24 Hr Advanced Course in Phlebotomy

Personal Wellnes, Communication and Interaction With Co-workers and Patients	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	Discuss the importance of dress code to non-verbal communication and explain why a confident and professional appearance sends positive messages to the patient.	↓	.20
	Explain the importance of appropriate touching to verbal communication. Give and discuss examples of social touching accidental touching and therapuetic touching.		
	Give examples of when well intentioned touching may not be appropriate.		
	Discuss and give examples of active listening and explain the importance to non-verbal communication.		
	Discuss how good listening help interpersonal relationships.		
	Afternoon Breaks		
	Discuss How Healthcare Communication is different from other social discourse and give four components of Healthcare Communication.	↓	
	Define empathy and explain the effect of the empathetic phlebotomist on the patient.		
	Explain the need for the patient to have a sense of control when communicating with phlebotomist and give examples of how phlebotomist may share control with the patients.		
	Explain the importance of confirmation to healthcare communication. Give example of phlebotomist / patient conversation that is non confirmatory and dehumanizing or disconfirming.		
	Explain the importance of trust.		
	List and discuss example of proper telephone technique		

Begin Session III

Curriculum 24 Hr Advanced Course in Phlebotomy

Risk Factors, Complications And Appropriate Responses	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic	Quizzes Breaks
<p>Modern Phlebotomy A review manual (complete text)</p> <p>“ “</p> <p>“ “</p> <p>“ “</p>	<p>Explain the invasive nature of phlebotomy, identify and explain various risk factors involved including prior medical procedures and treatment, age, gender, diet stress and obesity.</p>	2.5	
	<p>Discuss why the hematoma is considered to be the most common complication arising from a phlebotomy procedures and compare the risk to the patient from venous hematomas and arterial hematomas.</p>		
	<p>Discuss techniques useful in preventing hematomas and the appropriate responses to this complication including the application of pressure and cold compresses.</p>		
	<p>Discuss the risk to the patient to nerve damage from phlebotomy procedures and explain errors in technique that may cause nerve damage.</p>		
	<p>Explain the appearance of small red spots called petechiae seen in some patients after the tourniquet has been applied and discuss the adverse indication of this phenomena.</p>		
	<p>Discuss Latrogenic Anemia which may result from withdrawing excessive amounts of blood. Identify the categories of patients likely to be affected, discuss the phlebotomist and the laboratory role in preventing this condition.</p>		
	<p>Discuss improper phlebotomy techniques that may result in excessive post puncture pain and discuss the phlebotomist role in preventing and alleviating post puncture pain.</p>		

Curriculum

24 Hr Advanced Course in Phlebotomy

Risk Factors, Complications And Appropriate Responses	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	Discuss the likely cause of post puncture infection and ways to minimize the risk of this condition.	1.0	
	Discuss the onset of post puncture nausea and or vomiting and discuss the steps that should be taken to attend to this condition.		
	Discuss the allergic response observed in some patients to antiseptic adhesive bandages and latex in gloves or tourniquets, identify what signs and symptoms to look for and explain the role of the phlebotomist in responding to this condition.		
	Morning Break	.20	

Curriculum 24 Hr Advanced Course in Phlebotomy

Quality Assurance and Legal Issues	Instructional Objectives	Hours	
Required Reading	After reading this lesson the students will be able to:	Didactic	Quizzes Breaks
Modern Phlebotomy A review manual (complete text)	List and discuss three functions by which healthcare organizations describe quality.	1.2	
	Discuss the healthcare facility Total Quality Improvement (TQM) program and explain the concept of Continuous Improvement (CI).		
	Discuss the role of the laboratory in the facility quality assurance program.		
	Differentiate between quality control and quality assurance.		
	Discuss quality control during the preanalytical phase.		
	Discuss how healthcare organizations and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) interact to promote quality care.		
	Discuss how the Clinical Laboratory Improvement Amendments (CLIA) impact quality care.		
	List and define key legal and ethical terms involving healthcare litigation.		
	Discuss all of the elements of patient consent including informed consent, implied consent and consent for minors.		
	Discuss the patient Bill of Rights and identify patient rights frequently associated with legal action.		
	Discuss the facility's role in preventing, eliminating and reducing legal risks.		
	Explain Standard Of Care and how it relates to patient rights.		
	Short Quiz		.2
	End Of Session 3		

Total Hrs. 6.7 1.3

OTIS L. STITT DBA FAMILY HEALTH SERVICES TRAINING CENTER**Schedule for Amendment No. 1****PHLEBOTOMY EDUCATION SERVICES**

Date of Board Approval through December 31, 2006

<u>Training Component</u>	<u>Cost per Employee</u>	<u>Maximum No. of Employees</u>	<u>Allocation Subtotal</u>	<u>Total Allocation</u>
Basic and Advanced Courses	\$780	100	\$78,000	
Externship (Practicum)	\$430	100	\$43,000	\$121,000
Textbooks/Workbooks*	\$100	100	\$10,000	\$10,000
National Certification Exam				
Administration and proctoring	\$150	100	\$15,000	\$15,000
MAXIMUM OBLIGATION for Amendment 1				\$146,000

* Subject to approval of Phlebotomy Project Team

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

INSTRUCTION, TRAINING, CONSULTING, AND
SUPPORT SERVICES AGREEMENT
FOR ACADEMIC DEVELOPMENT

with

LOS ANGELES COMMUNITY COLLEGE DISTRICT
on behalf of its
LOS ANGELES VALLEY COLLEGE

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Contract No. _____

COMMUNICATIONS TRAINING SERVICES AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

LOS ANGELES COMMUNITY COLLEGE
DISTRICT on behalf of LOS ANGELES
VALLEY COLLEGE (hereafter
"Contractor").

Business Address:

5800 Fulton Avenue
Valley Glen, CA 91401

WHEREAS, in response to restructuring under the 1115 Waiver, the County established a Workforce Development Program to provide certain training and skills development services to its workforce in the Department of Health Services (hereafter "DHS" or "Department"); and

WHEREAS, the Work Plan of the Workforce Development Program includes programs to prepare employees to pursue careers in health care; and

WHEREAS, County has determined that the services required hereunder are of a professional nature, that such services are required on a temporary basis and that the County does not have the expertise to provide such services; and

WHEREAS, Contractor possesses the competence, expertise, and experience to provide the training services required hereunder by County; and

WHEREAS, this Agreement is authorized by California Government Code Section 31000.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM AND TERMINATION

A. The term of this Agreement shall commence upon approval by the County's Board of Supervisors and shall continue in full force and effect through June 30, 2007.

B. To enable the completion of instruction, training, consulting, and support services for academic development commenced under this Contract, the County shall have the option to extend the Contract term for up to six additional months through December 31, 2007 at no additional cost under the same terms and conditions. Such option months shall be exercised by the Director of Health Services, or his/her duly authorized designee (hereafter collectively referred to as "Director").

C. Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material

breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. Termination provisions for County are found in this Paragraph and in Paragraphs 11 (Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights), 12 (Records and Audits), 17 (County Lobbyists), 21 (Indemnification and Insurance), 22 (Covenant Against Contingent Fees), 25 (Termination for Insolvency), 26 (Termination for Default), 28 (Termination for Convenience), 30 (Contractor's Obligations as an Other Entity Under the Health Insurance Portability and Accountability Act of 1996 "HIPAA"), 38 (County's Quality Assurance Plan), 39 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 40 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program), 41 (Termination for Improper Consideration), 44 (Contractor Responsibility and Debarment), and 45 (Compliance with the County's Jury Service Program), below.

D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to

whatever service replacement method County determines to be in its best interest.

E. County may also reduce, suspend, and/or terminate this Agreement immediately upon the notification that State funds are not available for this Agreement or for any portion thereof. Notice of such reduction or termination shall be given to Contractor in writing.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

3. DESCRIPTION OF SERVICES: Contractor shall provide services as described in Exhibit A (Scope of Work), attached hereto and incorporated herein by reference.

4. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County hereunder shall not exceed Three Hundred Thirteen Thousand, Four Hundred Thirty Dollars (\$313,430), payable as described in Exhibit B (Billing and Payment), attached hereto and incorporated herein by reference.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates

funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

6. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County in accordance with Exhibit B, (Billing and Payment) attached hereto and incorporated herein by reference. County shall pay Contractor within a reasonable period of time, following receipt of a complete and correct billing. Submission of incorrect billing by Contractor will result in delayed payment by County. Such payment shall be the sole consideration paid by County to Contractor hereunder.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall accept referrals of permanent or temporary employees from County's DHS Human Resources for consideration for employment as Contractor vacancies occur after contract implementation and throughout the term of Agreement.

8. WAIVER: No waiver of a breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved

shall be cumulative and additional to any other remedies in law or equity.

9. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

10. RULES AND REGULATIONS: During the time that Contractor's employees or subcontractors are at any County facility, such employees and subcontractors shall be subject to the rules and regulations of that facility. It is the responsibility of Contractor to acquaint its employees and subcontractors who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees or subcontractors from the provision of services under this Agreement upon receipt of written notice from Director: (1) that such employee or subcontractor has violated such rules or regulations, or (2) that such employee's or subcontractor's actions, while on County premises, indicated that he may do harm to County property, County patients, County employees or the public.

11. NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex or national

origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit C (Contractor's EEO Certification).

D. Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical disability as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

E. Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director.

F. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal

Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

12. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof,

shall be retained by Contractor, or made available by Contractor, at a location in the County of Los Angeles and shall be made available within ten (10) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit.

In the event that such records are located outside the County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material

breach of this Agreement upon which County may terminate or suspend this Agreement.

13. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

14. REPORTS: Contractor shall make reports as required by Director concerning its activities and operations hereunder. In no event, however, may Director require such reports unless it has provided Contractor with at least thirty days prior written

notification thereof. Director shall provide Contractor with a written explanation of the procedures for reporting the required information.

15. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Subparagraph, such County consent shall require a written is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under th is Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event of any such sale, exchange, assignment, divestment or other

transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

16. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1 above, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and

certificates required by law which are applicable to their performance of services hereunder.

17. COUNTY LOBBYISTS: Contractor certifies that each County lobbyists as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

18. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create conflict of

interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

20. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability

or responsibility for the payment of any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain,

and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

© Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles,

its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend

this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

© Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction,

misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1. Professional Liability insurance covering liability arising from any error, omission, negligent

or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

2. General Liability insurance (written on ISO policy form CG-00-01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Personal Injury:	\$1 million
Each Occurrence:	\$1 million

3. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall

include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit	\$1 Million
Disease - Each Employee	\$1 Million

22. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

24. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

25. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary

petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

26. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any agreed extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of

notice from County specifying such failure.

(3) Contractor's abandonment, vacation or discontinuance of operations on the premises for more than twenty-four consecutive hours.

(4) The failure of Contractor to maintain the premises in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continued for more than ten days after written notice from Director to correct the condition.

(5) The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements for more than ten days after written notice from Director for correction thereof, provided that fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by Director.

(6) If, in the sole judgement of Director, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute

the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon Contractor and should Contractor fail to provide means for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and negotiate with Contractor's sureties for satisfactory performance of all services under this Agreement.

(7) Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

(8) The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not

terminated under the provisions of this Subparagraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

D. If, after the notice of termination of this Agreement under the provisions of this Subparagraph, it is

determined for any reason that Contractor was not in default under the provisions of this Subparagraph, or the default was excusable under the provisions of this Subparagraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 28 (Termination for Convenience) below.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

27. ENTIRE AGREEMENT: The body of this Agreement, together with Exhibits A, B, C, D, E, and F attached hereto and incorporated herein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent there exists any conflict between the language of the body of this Agreement and the exhibits attached hereto, the former shall govern and prevail.

28. TERMINATION FOR CONVENIENCE: The performance of

services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

29. COUNTY AUDIT SETTLEMENT: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by

County to Contractor, then the difference shall be paid to Contractor by County by cash payment, but in no event shall County's payments to Contractor hereunder exceed the maximum obligation.

30. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly agrees that the provisions of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

31. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

32. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the

citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

33. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

34. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30)

calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

35. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

36. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

37. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

38. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and

conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.5,

and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage Earning Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 39, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

41. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the

award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

42. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

43. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records obtained from County under this

Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit D.

44. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or

be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented.

Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of

the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor

Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

45. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070) of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an

annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, Contractor means a person, partnership, corporation, or other entity which has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; full-time shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for

purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" for the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an

exception to the Program. Attached hereto, as Exhibit F, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

46. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit G, attached hereto and incorporated herein by reference, and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor acknowledges that County places a high priority on implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at

Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

47. NOTICES: Notices hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

To Contractor: Tom Jacobsmeyer, Vice-President
Administrative Services
Los Angeles Valley College
5800 Fulton Avenue
Valley Glen, CA 91401

To County:

1. Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Attention: Director, WDP
2. Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

Attention: Chief, Contracts & Grants
Division

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

LOS ANGELES COMMUNITY COLLEGE
DISTRICT on behalf of LOS ANGELES
VALLEY COLLEGE
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

INSTRUCTION, TRAINING, CONSULTING AND SUPPORT
SERVICES AGREEMENT FOR ACADEMIC DEVELOPMENT

Scope of Work

Contractor shall provide consultation and support services for Health Care Workforce Development (HCWDP) staff and training and instructional services for DHS employees (participants) to prepare them for success in college-level health career programs (e.g., medical record coding).

In addition to the provisions of County's Quality Assurance Plan (Paragraph 38 of Agreement), Contractor staff may be evaluated by both HCWDP staff and participants in their roles as instructors and/or consultants.

A. Consultation and Support Services:

Consultation and support services include but are not limited to the following:

1. Development of curricula in the following subject areas: Math and Study Skills (e.g., test-taking, time management, note taking, etc.), English and Study Skills, and a bridge program for employees entering college-level Medical Record Coding training programs.
2. In-service trainings for HCWDP instructional, tutoring and/or coaching staff on the topic of developing math

and English skills in adult learners.

Invoicing for curriculum development shall be in accordance with Exhibit B, Billing and Payment. In-service trainings shall be provided at no cost to County.

B. Instructional Services and Number of Modules to be Provided:

Contractor shall provide instruction in the following three subject areas, for cohorts of up to 25 employees per class group:

1. Math: A 54-hour 8-week module focusing on math and Study Skills (48 hours of instruction plus 6 hours of tutoring and conferences);
2. English: A 54-hour 8-week module focusing on reading, writing, and Study Skills (48 hours of instruction plus 6 hours of tutoring and conferences);
3. Pre-Medical Record Coding: A 54-hour 16-week bridge program for participants preparing to enter college-level Medical Record Coding programs (48 hours of instruction plus 6 hours of tutoring and conferences).
The content of this bridge program includes Study Skills, test-taking strategies, reading comprehension, medical terminology, and anatomy and physiology.

The Math and English modules may each be repeated nine (9) times, or in any combination, for a maximum of eighteen (18) modules to be provided under this Agreement. Contractor shall be

reimbursed for the Math and English modules in accordance with the rate specified in Exhibit B, Billing and Payment. In the event that a condensed module (i.e., shorter in duration than the 54-hours) is needed because of time constraints, Contractor shall cooperate with Director in the provision of a shortened module. Reimbursement to Contractor shall be adjusted and Contractor shall be reimbursed commensurate to the actual hours of the shortened module.

The Bridge Program for pre-Medical Record Coding students may be repeated twice under this Agreement. Contractor shall be reimbursed for the Bridge Program in accordance with the rate specified in Exhibit B, Billing and Payment. In the event that a condensed module (i.e., shorter in duration than the 54-hours) is needed because of time constraints, Contractor shall cooperate with Director in the provision of a shortened module. Reimbursement to Contractor shall be adjusted and Contractor shall be reimbursed commensurate to the actual hours of the shortened module.

C. Project Coordinator, Instructors, Textbooks and Student Supplies:

Contractor shall provide a Project Coordinator who will be available 25 hours per month to oversee the delivery and completion of all the modules and Bridge Programs under this Agreement.

The duties of the Project Coordinator include:

- Project coordination with HCWDP staff;
- Interviewing, hiring, and evaluating instructors;
- Conducting and evaluating assessments;
- Coordinating the selection of textbooks, study guides, and instructional materials;
- Overseeing the instruction of the modules;
- Overseeing in-service for HCWDP staff;
- Overseeing curriculum development and design.

The Project Coordinator shall be invoiced in accordance with Exhibit B, Billing and Payment.

Contractor shall also provide qualified instructors, textbooks and student supplies required by County employees.

The cost for the instructors has already been included in the reimbursement for the modules and/or Bridge Program and is not reimbursable separately.

Textbooks and student supplies shall be invoiced in accordance with Exhibit B, Billing and Payment.

D. Assessments:

Contractor shall conduct pre- and post-assessments on each participant in each module and Bridge Program to measure his/her progress.

Assessments shall be invoiced in accordance with Exhibit B, Billing and Payment.

E. Location and Schedule for Services:

Service locations may include various DHS facilities, HCWDP's administrative office, or other locations, and at times mutually agreed to between Contractor and HCWDP staff.

INSTRUCTION, TRAINING, CONSULTING AND SUPPORT
SERVICES AGREEMENT FOR ACADEMIC DEVELOPMENT

Billing and Payment

A. Maximum Obligation

County's maximum obligation for all services hereunder is \$313,430. The budget for this Agreement is attached hereto.

B. Billing and Payment

Contractor shall be reimbursed in arrears for all services as follows:

1. **Curriculum Development Services:**

Following acceptance and approval of the Math, English and Pre-Medical Record Coding Bridge Program curricula by Director, Contractor shall be reimbursed \$1,000 for each curriculum.

2. **Math or English Modules:**

Contractor shall be reimbursed at the rate of \$10,200 for each Math or English Module provided. This rate includes the cost for the instructor(s), but does not include the cost of textbooks or student supplies, which are to be reimbursed as described below. If, in accordance with Exhibit A, Contractor provides a

shortened module as requested by Director, then reimbursement to Contractor shall be reduced commensurately, and Contractor shall be reimbursed on a prorated basis according to the actual hours of the shortened module. Invoices for the Math and English modules shall be supported by participant sign-in sheets.

3. Pre-Medical Record Coding:

Contractor shall be reimbursed at the rate of \$10,200 for each Pre-Medical Record Coding (Pre-MRC) Bridge Program provided. This rate includes the cost for the instructor(s), but does not include the cost of textbooks or student supplies, which are to be reimbursed as described below. If, in accordance with Exhibit A, Contractor provides a shortened module as requested by Director, then reimbursement to Contractor shall be reduced commensurately, and Contractor shall be reimbursed according to the actual hours of the shortened module on a prorated basis. Invoices for the Pre-MRC Bridge Program shall be supported by participant sign-in sheets.

4. Project Coordinator:

Contractor shall be reimbursed at the rate of \$1,600

per month for the services of a Project Coordinator. It is estimated that the Math and English Modules and Pre-MRC Bridge Program will be provided over a 15-month span (through March 31, 2007), resulting in the budgeting of \$24,000 for the Project Coordinator for 15 month period. However, if the delivery of the Modules and Pre-MRC Bridge Program is not completed until December 31, 2007, Contractor agrees to continue the services of the Project Coordinator for the months of April 2007 through December 31, 2007 at no additional cost to County.

5. Textbooks:

Contractor and HCWDP staff shall jointly select the textbooks to be used for the Math and English Modules, and the Pre-MRC Bridge Program. Contractor shall be reimbursed based on its actual cost for the textbooks so long as the maximum allocation for Textbooks is not exceeded. The per-student cost listed on the Budget attached hereto is only an estimate and is used for budgeting purposes only.

6. Student Supplies:

Contractor shall provide Student Supplies such as notebooks, paper, etc. at a cost not to exceed \$10 per

participant.

6. Pre- and Post-Assessments:

Contractor shall be reimbursed for the pre- and post-assessment of each participant at the rate of \$15 for each pre- and post-assessment provided. Contractor's invoice shall include a list of participants receiving the assessments.

7. Administrative Fee:

Contractor may include an Administrative Fee of 8% on amounts invoiced with the exception of the amounts for Textbooks and Student Supplies.

C. Invoice Submission:

Invoices shall be submitted monthly in arrears by the 10th day of the month following service to:

Los Angeles Healthcare Workforce Development Program
500 So. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Attention: Diane Factor, Director, HCWDP

Errors or missing documentation may result in a delay in invoice processing and reimbursement. If a dispute arises as to the completeness or accuracy of any invoice, any portion of the invoice not in dispute will be paid. The parties will meet to discuss any amounts remaining in

dispute; however, the Director shall make all final determinations regarding the completeness or accuracy of Contractor's invoices.

Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

Los Angeles Community College District
on behalf of its Los Angeles Valley College
Instruction, Training, Consulting and Support Services for Academic Development
Board Approval through June 30, 2007

Curriculum Development		
\$1,000 each for Math, English and Pre-Medical Record Coding Bridge Program		\$3,000
Pre- and Post-Assessment *		15,000
\$15 for each assessment (1000 assessments or 500 students)		
18 Math or English 8-Week Modules (54 hours each) **		183,600
\$10,200 each Module		
2 Pre-Medical Record Coding 16-week Bridge Program (54 hours each) **		20,400
\$10,200 each Program		
Project Coordinator 25 hours/month		24,000
\$1,600 per month for 15 months		
	Subtotal	\$246,000
Administrative Fee (8%)		19,680
	Total	\$265,680
Textbooks *		
Math	\$45/student x 225	\$10,125
English	\$95/student x 225	\$21,375
Medical Records Coding	\$225/student x 50	\$11,250
Student Supplies *		
\$10/student x 500 students		\$5,000

* Invoice on a per student basis

** Supported by Participant Sign-in Sheets; if a shortened module is provided in accordance with Exhibit A, then reimbursement shall be reduced commensurate to the actual hours of the shortened module.

Maximum Obligation **\$313,430**

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONTRACT FOR
INSTRUCTION, TRAINING, CONSULTING, AND SUPPORT SERVICES FOR ACADEMIC
DEVELOPMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT F**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Glenn Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of redempting their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.